Administrative Office of the Courts
Supreme Court of New Mexico

Arthur W. Pepin, Director

237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505) 827-4800
(505) 827-4824 (fax)

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR PROPOSALS (RFP)
for
STATEWIDE JURY MANAGEMENT SYSTEM

Issue Date: October 19, 2015

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I. INTRODUCTION

A.   <u>PURPOSE OF THIS REQUEST FOR PROPOSALS</u>

This Request for Proposals (RFP) is being issued to identify and contract for a new web-based statewide Jury Management System (SJMS) for the New Mexico State Courts. This RFP has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, the proposal may be declared nonresponsive.

All costs incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror, whether or not the offeror is the successful offeror.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated to the level of services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-1 to Section 13-1-199.

B.   <u>BACKGROUND</u>

New Mexico state courts plan to update and standardize the system for efficiently selecting, scheduling and paying the over 150,000 prospective jurors summonsed annually. Currently, the 78 trials courts in New Mexico do not operate on an integrated juror system and rely heavily on physical paper filed and U.S. mail. Reporting of juror data is limited, and paying jurors is time-consuming. The existing system is therefore vulnerable to errors and delays. The resulting inefficiencies affect the ability to timely meet the statewide demand for juries and ensure the most effective, optimal use of juries within the state.

The Administrative Office of the Courts (AOC) is required to devise and place into operation a plan for random juror selection of grand and petit jurors, which plan shall be designed to meet the requirements of the New Mexico Statutes, in particular Section 38-5-3. Source for Juror Selection (2011).

The AOC shall provide specifications to the department of information technology for the merging of the registered voter, driver's license and personal income tax filer databases to form the

master jury database. The master jury database shall be the database that produces the random jury list for the selection of petit or grand jurors for the state courts, including removing the names of deceased persons from the master jury database that produces the random jury list for the state courts.

District, metropolitan and magistrate courts designate the number of potential jurors to be selected and the date on which the jurors are to report for empaneling. There are 13 judicial districts, 33 counties, and 78 trial courts statewide that will need this Jury Management System.

New Mexico District Courts are general jurisdiction courts of record. There are thirteen court districts in New Mexico with ninety four district court judges. The court districts vary greatly in geographic size and population. The Second Judicial District in Bernalillo County, which encompasses New Mexico's largest city, Albuquerque, is the most populous district but is also the smallest in terms of geographic area.

New Mexico State courts of limited jurisdiction include 53 magistrate courts and the Bernalillo County Metropolitan Court. The Bernalillo County Metropolitan Court is the largest limited jurisdiction court.

C.   <u>SUMMARY SCOPE OF THIS REQUEST FOR PROPOSAL</u>

The successful offerors will provide a web-based, COTS (Commercial Off the Shelf) secure jury management system that provides easy web-based access for both potential jurors and court personnel, speedy notification and confirmations/cancellations via text and e-mail, 24/7 tech support, and automated reminders. The successful offer will also be expected to install, train and provide on-going system maintenance support for 78 trial courts statewide, ranging in county size from 700 to 700,000 residents.

The initial contract shall begin on or about March 1, 2016. The AOC reserves the right to renew the contract for three (3) additional one-year periods, as necessary, to complete the project. The AOC may contract for maintenance, upgrades and services on a yearly basis beyond the contract term.

The scope of this RFP encompasses the procurement of a COTS Statewide Jury Management System. The scope is defined from three different aspects: software, services, and implementation. The scope of each aspect is defined below:

Software – The AOC seeks all appropriate software application licensing for all court users within New Mexico, including magistrate courts, district courts, and the Bernalillo County Metropolitan Court. In addition, the AOC will only consider proposed solutions that are installed and proven in jurisdictions comparable to New Mexico.

Professional and Technical Services – The professional and technical services scope of this RFP includes all phases of the implementation lifecycle, including but not limited to project management, software and hardware installation, data conversion, internal and external interface development, system customization and configuration, technical and user training, user and system documentation, implementation support, and post implementation support and maintenance.

Implementation – The AOC intends to install and use all the procured software and services in the magistrate courts, district courts, and in the Bernalillo County Metropolitan Court. 78 Courts total.

D.   PROJECT OBJECTIVES

The objective of this RFP is to obtain a Statewide Jury Management System that will accomplish the following:

- Replace the Judiciary's aging Jury Management System with a state-of-the-art application that meets the needs of the Judiciary and is supported by a provider that has the long-term capacity to support and upgrade the application in perpetuity.
- Provide secure, accurate, timely, and reliable jury data to all Judicial Agencies.
- Provide accurate management reports, jury reporting and printed forms using the Jury application.
- Help provide financial integration between the New Mexico State accounting system and the Juror software to meet financial juror payment state requirements.
- Provide a jury management application that supports Court resources, is user friendly and keeps up with Jury trends and the latest technology.

E.   SYSTEM MANDATORY FUNCTIONS

The Statewide Jury Management System (SJMS) proposed must include the following mandatory functions and/or features or provide detailed information regarding how these functions/features will be developed. Failure to meet these mandatory functions may disqualify the vendor from consideration.

1.   Master Juror Database

1.1.   Provide the ability to receive an electronic file from state administrative agencies and import the source list in a statewide jury database.
1.2.   Provide the ability to merge duplicate records based on same first name, last name, social security number and date of birth.

1.3. Provide the ability to merge this source list with existing records based also on same first name, last name, social security number and date of birth.

1.4. Provide the ability to manually enter and edit master juror database file.

1.5. Provide the ability to maintain a centralized database allowing for multiple jurisdiction jury selection and processing.

1.6. Provide the ability to identify persons with a unique identifier other than Social Security Number.

1.7. Vendor must provide documentation on code tables.

1.8. Ability to modify tables in a table driven application.

2. Create Master Pool

2.1. Provide the ability to randomly select names from the master juror database from within a given jurisdiction and create an electronic file that can be exported electronically. The file must be in a Text File format of the State Administrative Office of the Courts (AOC) choosing.

2.2. Provide the ability for the clerk to specify the number of names to randomly select from the database to create a pool.

2.3. Provide the ability for a court to have multiple pools at the same time (up to 30) and/or randomly separate one larger pool into multiple smaller panels.

2.4. Provide the ability to mark a juror record with an exemption period. Jurors serve for a certain amount of time and then the record should not be pulled out of the database for X amount of time based on statute.

3. Process Questionnaire

3.1. Provide the ability for prospective jurors to complete Juror Qualification, Juror Questionnaire, request excusals, request partial postponements, request deferrals, upload documents, request an interpreter, and check status through an online system directly connected to the SJMS.

3.2. Provide the ability for the clerk to update the master pool with demographic data returned on the questionnaire.

3.3. Provide the ability for the SJMS to record mailing and physical address if different.

3.4. Provide the ability for the clerk to update the master pool with temporary excusal periods (beginning and ending dates) and select from a user defined excusal code table.

3.5. Provide the ability for the clerk to update the master pool with a permanent excusal and select from a list the permanent excusal code.

3.6. Provide the ability for a juror's permanent excusal to be updated and flagged in the System.

3.7   Provide the ability to create a failure to appear report with names and addresses of jurors with the ability to merge data in a letter to be mailed to jurors.

3.8. Provide a report of jurors that failed to respond, were excused, were postponed, were disqualified and the summons was undeliverable by mail. Provide the ability to merge the report in a document to send out notification letters to juror.

4.   Jury Selection/Voir Dire

4.1.   Provide the ability to create a report of the potential jurors that have appeared for service (alphabetically and randomly).
4.2.   Provide the ability to scan in potential jurors that have appeared at Court for jury selection.
4.3.   Provide the ability to generate a report to record jury daily attendance.
4.4.   Provide the ability to generate an alphabetical list of jurors to be used during peremptory challenges.
4.5.   Provide the ability to move potential jurors from one panel group to another panel group.
4.6.   Provide the ability to remove an unused panel and to reinsert the removed panel.
4.7.   Provide the ability for jurors to be used on multiple panels at the same time.
4.8.   Provide the ability to record that a prospective juror has been selected for a particular trial.
4.9.   Provide the ability to return unselected jurors to the Pool.

5.   Trial Completion

5.1.   Provide the ability to have multiple trials daily and allow same juror to serve on more than one trial per day.
5.2.   Provide the ability to record clerk notes and allow view access based on security rights.

6.   Payments of Jurors

6.1.   Provide the ability to calculate mileage reimbursements for each juror.
6.2.   Provide the ability to calculate the daily hourly juror pay.
6.3.   Provide the ability to maintain mileage reimbursement rates with effective dates.
6.4.   Provide the ability to pay a juror for serving on multiple trials on the same day.
6.5.   Provide the ability to generate cost reports, worksheets, timelessness of payments, completion notifications and other informational items by group.
6.6.   Provide the ability to create a payment file to export to outside government agency for payment purposes. File should be capable of formatting as a comma separated values (CSV) file or other definable payment file.
6.7.   Provide the ability to track and create 1099 reports for all jurors that make over a set amount during their jury service.
6.8.   Provide the ability to correct financial errors and back out financial transactions that are mistakes.

6.9. Provide the ability to track and print financial history for jurors.

7. Reporting

7.1. Provide the ability to generate detailed Juror Yield Reports.
7.2. Provide the ability to generate detailed Juror Utilization reports.
7.3. Provide the ability to generate detailed financial reports by individual, group, panel, and jury pools.
7.4. Provide the ability to generate historical reports for individuals, groups, panels, and jury pools.
7.5. Provide the ability for jury statistical data to be retrieved centrally by the AOC.

8. Miscellaneous

8.1. Provide the ability for jurors to complete their summons, questionnaire and qualification form online.
8.2. Provide the ability to display, export, or print all reports.
8.3. Provide the ability to maintain sub-panel properties including but not limited to judge, group ID, date of the trial and location of the trial.
8.4. Provide the ability to search the juror database by juror ID, juror name, group ID, address and/or trial dates.
8.5. Provide the ability to generate name and address labels of various sizes.
8.6. Provide the ability to generate statistical reports based on user permissions.
8.7. Provide the ability to maintain application properties, system properties, security settings and other management functions through tables.
8.8. Provide the ability to create ad-hoc reports.
8.9. Provide extensive and specific user manuals and/or online help files.
8.10. Provide user training to facilitate successful operation of the system.
8.11. Provide the ability to use and generate bar codes, including interfacing with bar code readers.
8.12. Must operate successfully in 78 + locations linked via a wide area network.

9. Security

9.1. Administrative authorization of all courts.
9.2. Management authorization limited to individual court.
9.3. Jury staff authorization limited to individual court.
9.4. Limited authorization of other court personnel at individual court.

F.   SYSTEM DESIRABLE FUNCTIONS

This section describes the desirable functions for the SJMS..

1. System should be easy to use and train.
2. System should maintain a history of changes in participant records.
3. System should provide the ability to identify persons that are under 18, not a US citizen, not living in the county of juror service, and temporarily disqualify them from the system.
4. System should provide the ability to identify persons that are deceased or permanently excused, flag the record in the database.
5. System should allow courts view only access to all other courts statewide. This view only access must allow access to demographic information and history.
6. System should allow courts in the same county to share participants, to avoid calling jurors already in an active pool.
7. System should have the ability for courts to mass contact participants by email, phone calls, and/or mail.
8. System should have the ability for paper copies of Jury Qualification and Questionnaire forms to be scanned and uploaded directly into SJMS and populate necessary fields as if the forms were completed online.
9. System should have the ability for staff to upload and store scanned documents.
10. System should have the ability to keep historical data on all summonsed jurors for a minimum of ten years.
11. Provide the ability to merge and print a juror's name, address and identification data from the master pool in a customized document.
12. Provide the ability to produce a Qualification and Questionnaire form for each potential juror to send out in the mail.
13. System should have the ability for the SJMS to allow input of multiple addresses.
14. System should allow for scanned documents to be uploaded and stored in the participant's electronic file in the SJMS.
15. System should have the ability to record per-emptory challenges.
16. System should have the ability to create name badges for jurors.
17. System should have the ability to generate a user defined seating chart for the Jury box for trials and court room seating for selection.
18. System should have the ability to create custom documents for a specific juror or specific panel.
19. System should have the ability to generate an excusal/employer letter for jurors.
20. System should have the ability for electronic approval/signatures.
21. System should have the ability to generate detailed interpreter usage reports.
22. System should have the ability to maintain custom forms by identified units such as county or district; and to print custom forms for a specific jury or panel.

23. System should have both format and content restrictions to help guide users through the UI (User Interface).
24. System should have tool tips, auto prompts and error messages to guide user through the application.
25. System should export juror information to juror "sticky badges" that will include juror number and barcodes that can be scanned and used for check-in.
26. System should have the ability to generate an exit questionnaire for jurors that served on a trial and potential jurors that attended Voir dire but were not selected on a trial.
27. System should have the ability to interface with interactive voice response systems.
28. System should have the ability to use a kiosks or computer stations for check-in, check-out, and to complete/submit forms.
29. System should allow jurors an access point so they can check their status (excused, postponed, needed, paper work missing, etc.).
30. System should send auto calls/emails/texts to remind or cancel jurors for appearances.
31. System should allow for the ability to upload custom documents such as payment waiver forms, maps, driving directions etc. that selected jurors can access when completing jurors forms online.
32. System should auto calculate mileage from physical address to courthouse and auto populate financial fields for mileage payments.
33. System should have a mileage function that will red flag or alert if over a certain amount, out of county, or does not match physical address as listed on summons or juror master database.
34. System should have the ability to flag government employees that do not get compensated financially for jury service. Application should allow for mileage reimbursement for government employees or non-mileage reimbursement if requested by juror.
35. System should have postponement options that allow juror's to serve in a different term of service.
36. System should allow for mass excusals, deferrals, disqualification and place into queue for review.
37. System should allow users to create seating charts that will auto populate juror names randomly or alphabetically.
38. Program should have a trial data function that allows tracking of trial statistics such as cause, excusals, challenges, participants, attorneys, etc.
39. Program should have auto print proof of service, employee verification, or other custom letters that can be accessed by participants.
40. Program should have a function that allows authorized court staff to send custom letters/questionnaires/post cards to selected panels.

G. TECHNICAL DESIRABLE REQUIREMENTS

This section describes the software and computer system that will be used to provide the services identified in this RFP.

1. The System shall be a COTs (Commercial Off the Shelf) product.
2. The System can be a SAS (Software as A Service) hosted externally or have a public and private facing access to the Procuring Agency network.
3. If the System is hosted externally, the Offeror shall provide for separate, not comingled databases and websites for development, test and production environments.
4. The System shall be customizable to meet additional Procuring Agency state-wide requirements.
5. The System shall be a web-based system that runs utilizing Microsoft IIS web server on one or more Microsoft Server 2012 virtual machines that possess the capability to be load-balanced.
6. The System shall use Microsoft SQL Server 2012 as a database RDMS running on a virtual machine.
7. The System's reporting capability shall utilize Microsoft SQL Server Reporting Services (SSRS) or similar compatible reporting software.
8. The System shall have a robust end user security to allow users access as determined by a Procuring Agency administrator.
9. The System shall enable users to self-register for the application and logins shall be protected by Transport Layer Security (TLS).
10. The System shall encrypt all personally identifiable information, both in the database and in transport at a minimum of 128-bits.
11. The System shall have the capacity for a minimum of 300 and up to 500 concurrent users to include all New Mexico courts and potential jurors.
12. The System shall provide reporting functionality in a CSV format to the New Mexico SHARE financial systems as defined by the New Mexico Department of Finance (DFA) for jury cash remediation.

H. SERVICE MANDATORY REQUIREMENTS

This section describes the customer service procedures and policies as they pertain to the work requested in this RFP.

1. Project Initiation Phase

1.1. The Offeror shall provide a Discovery session including a demo of the System at no cost to the Procuring Agency.

1.2. The Offeror shall provide a project manager to oversee the day-to-day operations of the project.

1.3. The Offeror shall hold a project Kick-Off and Discovery session at the Procuring Agency location to define the plan for the project.

1.4. The Offeror's Project Manager shall submit weekly project status and monthly steering committee reports, documenting project progress, meetings, issues, etc. on a date mutually agreed to by both parties.

1.5. The Offeror shall create the Project Charter on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

1.6. The Offeror shall document the Project's initial Risk Assessment & Issue Log Report, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

1.7. The Offeror shall revise the initial Risk Assessment & Issue Log Report at the end of this phase (Initiation phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.

1.8. The Offeror shall create the Project's initial Project Management Plan (PMP) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits.

1.9. The Offeror shall provide a Communication Plan including a Responsible, Accountable, Consulted, and Informed (RACI) diagram detailing who is assigned to what project responsibility and how project communication is disseminated to project team and stakeholders.

1.10. The Offeror shall project and document the length of each project phase: Initiation, Planning, Implementation, and Closeout, and assign target dates for the beginning and end of each phase.

2. Project Planning Phase

2.1. The Offeror shall document all approved project plan changes in the final revised versions of the Project Management Plan, including changes in scope, timeline, risks, resources, mission, strategy and/or tactics approved by Procuring Agency, manage its reviews by stakeholder, business owner and support personnel and provide a letter of acceptance for the final document deliverable.

2.2. The Offeror shall hold at the Procuring Agency location a Joint Application Design (JAD) session to document the system requirements.

2.3. The Offeror shall document the Project's System Requirement Specification (SRS) to identify the Business, Functional, and Technical Requirements. The Offeror shall manage the SRS reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

2.4. The Offeror shall create the System Design Document (SDD) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.

2.5. The Offeror shall document the Project's Operations and Support Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

2.6. The Offeror shall create the System Deployment Plan, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.

2.7. The Offeror shall revise the Risk Assessment & Issues Log Report at the end of this phase (Planning phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.

3. Project Implementation Phase

3.1. The Offeror shall write the System User Manual, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

3.2. The Offeror shall write the System Administrator's Manual, manage its reviews by stakeholder, business owner and support personnel, make any necessary edits and submit a letter of acceptance for the final deliverable.

3.3. The Offeror shall manage and coordinate the configuration and development of the System based on the documented SRS and SDD.

3.4. The Offeror shall create the Project's Test Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

3.5. The Offeror shall manage and coordinate the deployment of the System into the Test instance.

3.6. The Offeror shall manage and coordinate all User Acceptance Testing (UAT) at the Procuring Agency location of choice and submit a letter of acceptance for the final deliverable

3.7. The Offeror shall create the Project's Training Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

3.8. The Offeror shall manage and coordinate the deployment of the System into the Training instance.

3.9. The Offeror shall manage and coordinate, with the AOC training lead, training material for Procuring Agency End User and Admin training.

3.10. The Offeror shall manage and coordinate, with the AOC training lead, to deliver End User and Admin training to Procuring Agency staff and submit a letter of acceptance for the final deliverable

3.11. The Offeror shall revise the Risk Assessment Report at the end of this phase (Implementation phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.

3.12. The Offeror shall manage and coordinate the deployment of the System into the Quality Assurance instance for final verification.

3.13. The Offeror shall coordinate and manage the deployment of the System into the Production instance.

4. Project Closeout Phase

The Offeror shall provide the Project Closeout Plan, including Project Lessons Learned, manage its reviews by all stakeholders, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

I. PROCUREMENT MANAGER

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

> Daniel Garcia
> Statewide Program Manager
> Administrative Office of the Courts
> 2905 Rodeo Park Dr. East BLDG 5
> Santa Fe, NM 87505
> Phone (505) 476-6081
> Cell (505) 695-6646
> Fax (505) 476-6952

All submissions via the postal service should be sent to the above address.

All deliveries via express carrier should be addressed as follows:

> Daniel Garcia
> Statewide Program Manager
> Administrative Office of the Courts
> 2905 Rodeo Park Dr. East BLDG 5
> Santa Fe, NM 87505
> Phone (505) 476-6081
> Cell (505) 695-6646
> Fax (505) 476-6952

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquiries may also be in the form of e-mail to:

Daniel Garcia at aocdtg@nmcourts.gov

J.   **DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"AOC" means the Administrative Office of the Courts.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" shall mean successful Offeror.

"Evaluation Committee" means a body appointed by the AOC to perform the evaluation of Offeror proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

"Offeror" is any person, firm, corporation or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring Agency" means the agency for which this RFP is being issued.

"Project Manager" means the individual assigned by the AOC to manage the project and administer this Agreement.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to

make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms with all material respects to the requirements set forth in the request for proposals.

''System'' means the proposed jury software application for which the Offeror is providing through this RFP.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A.   **SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
1. Issue RFP	AOC	October 19, 2015
2. Deadline to Submit Acknowledgment of Receipt of Proposal	Potential Offerors	October 28, 2015
3. Deadline to Submit Questions	Potential Offerors	October 28 2015
4. Response to Written Questions/ RFP Amendments	AOC	November 4, 2015
5. Submission of Proposal	Offeror	December 17, 2015
6. Campaign Contribution Disclosure	Offeror	December 17, 2015
7. Proposal Evaluation And Selection of Finalists	Evaluation Committee	January 4-8, 2016
8. Notification of Finalists	Procurement Manager	January 15, 2016
9. Best and Final Offers from Finalists	Offeror	January 22, 2016
10. Finalists' Demonstrations	AOC/Offeror	February 1-5, 2016

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| 11. Finalize/Award Contract | AOC/Offeror | February 15, 2016 |
| 12. Protest Deadline | Offeror | March 7, 2016 |

B. **EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the AOC. Additional copies of the RFP can be obtained from the Procurement Manager.

2. Acknowledgement of Receipt of Proposal

Potential Offerors should hand deliver, e-mail or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Attachment "A") to have their organization placed on the procurement distribution list. The form should be signed by the Offeror's representative, dated, and may be hand-delivered, faxed, scanned and emailed, or mailed for receipt by 2:00 p.m. MDT on October 28, 2015.

The procurement distribution list shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from obtaining addition information on the procurement process. Thereafter, the Offeror will need to make a special request for any additional information on the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 2:00 p.m. MDT on October 28, 2015. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph I) and may be faxes or emailed.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed no later than November 4, 2015, to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION
BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M.
MOUNTAIN STANDARD TIME (MST) ON December 17, 2015. Time is of the essence for
submitting proposals and proposals received after this deadline will not be accepted. The date
and time of receipt will be recorded on each proposal. Proposals must be addressed and
delivered to the Procurement Manager at the address listed in Section I, Paragraph I. Proposals
must be labeled on the outside of the package so as to indicate clearly that they are in response to
Printing and Mailing of Jury Summonses Request For Proposals. If delivered or mailed,
proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not
be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA
1978, the contents of any proposal shall not be disclosed to competing Offerors prior to a
contract award.

6. Campaign Contribution Disclosure Due
Potential Offerors must submit with their response to proposal the "Campaign Contribution
Disclosure Form" that accompanies this document (See Attachment "B").

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with
any state agency or local public body for professional services, a design and build project
delivery system, or the design and installation of measures the primary purpose of which is to
conserve natural resources must file this form (Attachment "B") with that state agency or local
public body. This form must be filed even if the contract qualifies as a small purchase or a sole
source contract. The prospective contractor must disclose whether they, a family member or a
representative of the prospective contractor has made a campaign contribution to an applicable
public official of the state or a local public body during the two years prior to the date on which
the contractor submits a proposal or, in the case of a sole source or small purchase contract, the
two years prior to the date the contractor signs the contract, if the aggregate total of contributions
given by the prospective contractor, a family member or a representative of the prospective
contractor to the public official exceeds two hundred and fifty dollars ($250) over the two-year
period.

7. Proposal Evaluation
The evaluation of proposals will be performed by an Evaluation Committee appointed by the
AOC. This process will take place between January 4-8, 2016. During this time, the
Procurement Manager may, at his option, initiate discussions with Offerors who submit
responsive or potentially responsive proposals for the purpose of clarifying aspects of the
proposals, but proposals may be accepted and evaluated without such discussion. Discussions
SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors on January 15, 2016. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 2:00 p.m. MST January 22, 2016.

10. Finalist's Demonstrations

All finalists will be scheduled to conduct a demonstration of their product and its functionalities for the Evaluation Committee sometime on February 1-5, 2016. These demonstrations may be conducted in Santa Fe or via the Internet as mutually agreed to at the time of scheduling.

11. Finalize/Award Contract

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous on February 15, 2016. In the event that mutually agreeable terms cannot be reached within the time specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points in the evaluation process. The award is subject to appropriate State approvals. Award of the Contract will not vest any Offeror with contract rights and any contract will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC and the successful Offeror has been finalized.

12. Protest Deadline

 Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 2:00 p.m. MST March 7, 2016. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the procurement manager. The protest must be delivered to the procurement manager at the address as listed in Section I, Paragraph I. Protests received after the deadline will not be accepted.

C.   **GENERAL REQUIREMENTS**

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Amended Proposals
An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The AOC personnel will not merge, collate, or assemble proposal materials.

4. Offeror's Rights to Withdraw Proposal
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

5. Proposal Offer Firm
Responses to this RFP will be considered firm until June 30, 2016.

6. Disclosure of Proposal Contents

 a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 c. Confidential data is restricted to:
       i. confidential financial information concerning the Offeror's organization;
      ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
     iii. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

 If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the AOC shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. No Obligation
This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

8. Termination
This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

9. Legal Review
The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law
This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

11. Basis for Proposal
Only information supplied by the AOC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

12. Contract Terms and Conditions
The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment "C," "Contract Terms and Conditions." However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment "C", that Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval by the AOC.

13. Offeror's Terms and Conditions
Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

14. Contract Deviations
Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

15. Offeror Qualifications
The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

16. Right to Waive
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives
The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

18. Notice of Criminal Penalties
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.

19. AOC Rights

The AOC reserves the right to accept all or a portion of an Offeror's proposal.

20. Right to Publish
Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contact. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

21. Ownership of Proposals
All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

22. RFP Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when AOC determines such action to be in the best interest of the state courts.

23. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.
   a. New Mexico Business Preference
   b. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

Offerors are required to submit a proposal that exactly meets the requirements outlined in the RFP. Offerors are not allowed to submit substitute or alternate proposals.

A. **NUMBER OF RESPONSES**
Offerors shall submit only one proposal.

B. **NUMBER OF COPIES**
Offeror's shall deliver ten (10) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. **PROPOSAL FORMAT**
All proposals must be typewritten on standard 8 ½ x 11 paper with tabs delineating each section in a binder. Larger paper is permissible for charts, spreadsheets, etc.

The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Technical and Business Proposal

       The technical proposal must address the entire product, technical, service and business specifications as outlined in Section IV of this RFP. The technical and business proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated.

1. Letter of Transmittal
2. Proposal Summary
3. Response to System Mandatory and Desired Functions (Mandatory and Desirable Specification Response Form, Attachment D)
4. Response to Technical Requirements (Mandatory and Desirable Specification Response Form, Attachment D)
5. Response to Service Requirements (Mandatory and Desirable Specification Response Form, Attachment D)
6. Response to Business Information Requested
7. Response to Project Strategy and Approach
8. Offeror's Additional Terms and Conditions

Cost Proposal

1. Detailed Pricing Structure
2. Provide information regarding pricing maintenance, i.e., for what duration are proposed prices guaranteed and under what circumstances and in what manner will increases in prices be determined.

Other Supporting Material

1. Campaign Contribution Form (Attachment B).
2. Offerors may attach other materials, which may improve the quality of their responses.

IV. SPECIFICATIONS AND BUSINESS PROPOSAL

A.   LETTER OF TRANSMITTAL

Letter of Transmittal – Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

1. Provide a general description of your organization including business address and its parent or holding company, if any. Also state the locations of all of your related offices. Indicate what form of business entity (e.g., corporation, etc.) the organization is, and the date the organization was founded.

2. Provide the business address for the location where the services pursuant to this proposal would be routinely conducted.

3. Include the name, telephone, email address, and fax numbers of the person(s) in the organization authorized to negotiate/expedite action with the AOC. Also provide day to day primary and secondary contacts.

4. Indicate your acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;

5. Be signed by the person authorized to contractually obligate the firm;

6. Provide an audited financial statement for your most recently closed fiscal year and for the immediately preceding fiscal year. If audited financial statements are not available, you may submit financial statements reviewed by a Certified Public Accountant (CPA). Lacking either audited or reviewed financials; you may submit annual balance sheets and income statements prepared by a CPA. Financial information considered confidential should be placed in a **Confidential Information** binder.

7. The AOC reserves the right to deduct evaluation points or disqualify an Offeror for failure to properly submit financial statements.

8. Provide a summary of any legal action that has been taken within the last five years or is pending against your organization relative to the types of services requested in this RFP. What is/was your organizations position, and if the matter has been resolved, what was the outcome?

9. State whether you are currently under or anticipate any indictment or court order or investigation by any government regulatory agency which would affect in any way your ability to provide the requested services to the AOC, and whether you are subject to any extraordinary regulatory oversight.

10. Acknowledge receipt of any and all amendments to this RFP

B.   **SYSTEM MANDATORY AND DESIRABLE REQUIREMENTS**

Vendors must complete the Mandatory and Desirable Specification Response Form in Attachment D and outlined in the System Mandatory Functions, System Desirable Functions, Technical Requirements, and Service Requirements in Section I, Paragraphs E, F, G and H. (Please email Procurement manager for an electronic copy of the Mandatory and Desirable Specification Response Form. Please mark the middle column yes (Y) or no (N) based on whether you can comply with each mandatory and desirable requirement. If you feel there are extenuating circumstances where you want to explain a response please use the comment column. **If you are not able to perform one of the services or functions listed, you must indicate, "UNABLE TO ACCOMMODATE THIS ITEM".**

C. BUSINESS INFORMATION

1. Offeror Information

a. A brief description of the history and organization of the Offeror's firm and of any proposed subcontractor.

b. Copies of business licenses, professional certifications or other credentials, together with evidence that the Offeror, if a corporation is in good standing and qualified to conduct business in New Mexico.

c. The most recent year annual report or comparable document, including current profit and loss, assets and liabilities, and other relevant financial data. Financial information considered confidential should be placed in a **Confidential Information** binder.

d. A description of similar work conducted by the Offeror within the last three years.

e. Qualifications, background and experience of key project staff who will demon striating the product, training court staff, and providing ongoing technical support.

2. References

Please provide three references with contact information from organizations that have used the Offeror's services for similar projects within the last 12 – 18 months.

3. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (Attachment E) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

D.   PROJECT STRATEGY AND APPROACH

This section of the RFP defines the required components of any offeror's response to the RFP. The Offeror must discuss its structure and approach to managing projects of this scale. The Offeror's response must include a projected Project Plan, description of the project management team, as well as any proposed project management tools and procedures. The offeror's proposal must include a detailed work plan outlining the offeror's approach to a statewide implementation to all courts that should be accomplished by March 30, 2017. The offeror's proposal must also include the following:

1. Overall Project Strategy

   Please describe your overall strategy for achieving the AOC's objectives. Please detail how your strategy will add value to the AOC's environment as well as how the proposed strategy has been proven successful in previous implementations.

2. Project Management Approach

   Please describe your methodology and approach to managing the project. Within your response please address the following:

   b. Project Management Plan- describe the project planning in detail.
   c. Communication Plan – describe how project status will be communicated and managed.
   d. Change Management – describe your approach to change management, not only regarding software product(s) but also as regards the entire implementation.
   e. Risk / Issue Management – describe your process for managing and resolving project issues and risks. Moreover, please provide your assessment of any initial risks and issues you anticipate with this procurement.

   It should be noted that the AOC may employ independent validation and verification services.

3. Training Plan

The offeror's proposal must include a detailed training plan covering all training needs and must include sample training and operations manuals for all training required by the offeror's Jury management application. The proposal must include the following:

a. Method of training
b. Length of training
c. Scope of training
d. A list of training materials and samples
e. Helpdesk training
f. Go live support – vendor and court experts in court one to three weeks after implementation during the rollout

Within the response, offerors should discuss and explore both a comprehensive training approach as well as a "train-the-trainer" approach.

4. Maintenance and Support

The offeror's proposal should include an explanation of the maintenance and support plans available to the AOC, including but not limited to the following:

a. Levels of support (e.g. platinum, gold, silver, bronze, etc.)
b. Delivery of support (e.g. manuals, on-line help, phone, e-mail, etc,)
c. Response times (e.g. platinum – 2 hours, gold – 4 hours, silver – 8 hours, etc.)
d. Customer information bulletins (please provide samples if available)
e. User groups (e.g. frequency of meetings, location of regional groups, etc.)
f. Standard warranty period(s)
g. Frequency of maintenance releases (e.g. quarterly, semi-annual, annual, etc.)
h. Frequency of full version upgrades (e.g. annual, bi-annual, etc.)

Offerors' proposals must include a copy of any applicable maintenance/service agreements.

V. COST PROPOSAL

As the AOC may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The AOC reserves the right, however, to have discussions with those Offerors falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct contract negotiations thereafter.

Offerors must submit a detailed cost proposal including:

1. Pricing Structure for the following System deliverables:

a. Installation
b. Planning and Analysis
c. Documentation
d. Configuration
e. Customization
f. Reports
g. Limited data conversion
h. System interfaces
i. Implementation
j. External hosting
k. User Acceptance Testing
l. End User and Admin training
m. System deployment to Test, Training, QA and Production.
n. Maintenance Plan
   • Yearly maintenance costs
   • For what duration are proposed prices guaranteed
   • Under what circumstances and in what manner will increases in prices be determined

VI. EVALUATION

A. <u>EVALUATION SUMMARY</u>

A maximum of 1,100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows:

1. **Letter of Transmittal** – PASS or FAIL. Must include all information as specified in Section IV
2. **Signed Campaign Contribution Disclosure Form** – PASS or FAIL
3. **Proof of Good Standing for Business Operation in New Mexico** – PASS or FAIL.
4. **Mandatory and Desirable Functional Specifications** - Up to 350 points will be awarded based on the functional capabilities of the proposed solutions.
5. **Technical Requirements** – Up to 100 points will be awarded based on the offerors responses to the technical requirements.
6. **Service Requirements** – Up to 100 points will be awarded based on the offerors responses to the Service requirements.
7. **Project Strategy and Approach** – Up to 150 points will be awarded based on the offerors overall project strategy and approach to meeting the objectives of the project.
8. **Business Requirements** – Up to 100 points will be awarded based on the offerors ability to meet the AOC's business requirements.
9. **Cost** – The lowest cost proposal will be awarded 200 points. Remaining offerors will be awarded a proportional amount of points based on their cost versus the lowest cost solution.
10. **Oral Presentation and Demonstration** - Up to 100 points will be awarded based upon an evaluation of the offeror's oral demonstration. The demonstration will be scripted by the AOC and focus on the applications' "look and feel" and "ease of use."
11. **New Mexico Preferences** - Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

    a. **New Mexico Business Preference** If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.
    b. **New Mexico Resident Veterans Business Preference** If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

    – 10% for less than $1M (prior year revenue)
    – 8% for more than $1M but less than $5M (prior year revenue)
    – 7% for more than $5M (prior year revenue)

B.   EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the offeror's response.
3. Responsive proposals will be evaluated on the factors in Section VI, Paragraph A, that have been assigned a point value.

The responsible offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors in Section VI, Paragraph A, above, will be recommended for contract award.

ATTACHMENTS
A.   **ACKNOWLEDGEMENT OF RECEIPT FORM**
B.   **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**
C.   **CONTRACT TEMS AND CONDITIONS**
D.   **MANDATORY AND DESIRABLE SPECIFICATION RESPONSE FORM**
E.   **NEW MEXICO PREFERENCE RESISENT VETERANS CERTIFICATION**

ATTACHMENT
A

ACKNOWLEDGMENT OF RECEIPT FORM

Statewide Jury Management System
Request for Proposal

REQUESTS FOR PROPOSALS
STATEWIDE JURY MANAGEMENT SYSTEM
ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment C.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 2:00 p.m. MDT on October 28, 2015. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the AOC's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION:_____

REPRESENTED BY: _____

TITLE:_____

PHONE NUMBER : _____FAX NUMBER: _____

ADDRESS:_____

CITY: _____STATE: _____ZIP CODE: _____

EMAIL ADDRESS:_____

SIGNATURE: _____DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.

ATTACHMENT
B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a
corporation, a member or manager of a limited liability corporation, a partner of a
partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____
                                        _____

Amount(s) of Contribution(s)   _____
                                        _____

Nature of Contribution(s)   _____
                                        _____

Purpose of Contribution(s)   _____
                                        _____

(Attach extra pages if necessary)

_____ _____
Signature   Date

_____
Title (position)

--OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS
($250) WERE MADE** to an applicable public official by me, a family member or representative.

_____   _____
Signature   Date

_____
Title (Position)

ATTACHMENT
C

CONTRACT TERMS AND CONDITIONS

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2016 by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and **X**, hereinafter referred to as the "Contractor."

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1) <u>SCOPE OF WORK</u>.
The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2) <u>PERFORMANCE MEASURES</u>.
The Contractor shall substantially perform to the satisfaction of the AOC the performance measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the AOC may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the AOC of specific steps it will take to achieve these results and the proposed timetable for implementation.

3) <u>SCHEDULE.</u>
The Contractor shall meet the due dates, as set forth in Exhibit A. The due dates shall not be altered or waived by the AOC without prior written approval, through the amendment process, as defined in Paragraph 27.

4) <u>LICENSE.</u>
Contractor hereby grants AOC a non-exclusive, irrevocable, perpetual license to use, modify, and copy the following software: [Insert name of software]. The right to copy the software is limited to the following purposes: archival, backup and training. All archival and backup copies of the software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

      A. Contractor agrees to maintain, at Contractor's own expense, a copy of the software source code to be kept by an escrow agent and to list the AOC as an authorized

recipient of this source code. The source code shall be in magnetic form on media specified by the AOC. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the AOC to top load, compile and maintain the software in the event of a breach.

B. If the Contractor ceases to do business or ceases to support this project or Agreement and it does not make adequate provision for continued support of the software it provided the AOC; or, if this Agreement is terminated, or if the Contractor breaches this Agreement, the Contractor shall make available to the AOC: 1) the latest available software program source code and related documentation meant for the software provided or developed under this Agreement by the Contractor and listed as part of the services; 2) the source code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such software. In such circumstances, AOC shall have an unlimited right to use, modify and copy the source code and documentation.

C. The AOC's Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the AOC. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the AOC's data in any manner, or provide to any entity or person outside of the AOC without the express written authorization of the AOC.

5) COMPENSATION.
   a) Compensation Schedule. The AOC shall pay to the Contractor based upon fixed prices for each deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph 5(vi).
   b) Payment.
      i) The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount

stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

ii) Payment shall be made upon acceptance of each deliverable upon the receipt and acceptance of a detailed, certified payment invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

iii) <u>Acceptance</u>
   (1) <u>Submission.</u> Upon completion of agreed upon deliverables as set forth in Exhibit A, Contractor shall submit a payment invoice with the deliverable, or description of the deliverable, to the AOC. Each payment invoice shall be for the fixed deliverable price as set forth in Exhibit A, less retainage as set forth in XX.
   (2) <u>Assessment.</u> In accord with Section 13-1-158 NMSA 1978, the AOC Information Technology Project Manager shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable that is the subject of the payment invoice has been accepted, in writing, by the AOC Information Technology Project Manager. In order to accept the deliverable, the AOC Business Owner Project Manager, in conjunction with the Information Technology Project Manager, will assess the quality assurance level of the deliverable and determine, at a minimum, that the deliverable complies with the requirements as defined in Exhibit A. If the deliverable is deemed acceptable under quality assurance by the AOC Information Technology Project Manager or their designated representative, the AOC Information Technology Project Manager will notify the Contractor of acceptance, in writing, within fifteen (15) business days from the date the AOC Information Technology Project Manager receives the deliverable(s) and accompanying payment invoice.

iv) <u>Rejection</u>.
   Unless the AOC Information Technology Project Manager gives notice of rejection within the fifteen (15) business day acceptance period, the deliverable will be deemed to have been accepted. If the deliverable

is deemed unacceptable under quality assurance, fifteen (15) business days from the date the AOC Information Technology Project Manager receives the deliverable(s) and accompanying payment invoice, the AOC Information Technology Project Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the AOC Information Technology Project Manager with all appropriate corrections or modifications made and/or addressed. The AOC Information Technology Project Manager will again determine whether the deliverable(s) is acceptable under quality assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended deliverable. If the deliverable is once again deemed unacceptable under quality assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the AOC Information Technology Project Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this Agreement and available at law or equity. In the event that a deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The AOC may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the AOC may terminate this Agreement.

v) <u>Taxes</u>.
The Contractor shall be reimbursed by the AOC for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the AOC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

vi) <u>Retainage</u>.

The AOC shall retain at twenty percent (20%) of the fixed-price deliverable cost for each deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon acceptance of the final deliverable.

6) <u>TERM</u>.
THIS AGREEMENT runs from January 1, 2016 until **X** unless terminated pursuant to paragraph 7 (Termination), or paragraph 8 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

7) <u>TERMINATION</u>.
A.   This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. <u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>"

B.   <u>Termination Management</u>.
Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this

Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

8) <u>APPROPRIATIONS</u>.
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

9) <u>INDEMNIFICATION</u>.
The Contractor shall defend, indemnify and hold harmless the AOC, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the AOC.

10) <u>INTELLECTUAL PROPERTY</u>.
Any and all Intellectual property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the AOC shall be considered the creator and owner of such intellectual property. Any and all know how created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the AOC shall be considered the creator and owner of such know how. The AOC shall

own the entire right, title and interest to the intellectual property and know how worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the intellectual property and know how to any entity or person outside of the AOC without the express written authorization of the AOC. Contractor shall notify the AOC, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the AOC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the AOC. If, by judgment of a court of competent jurisdiction, intellectual property or know how are not deemed to be created or owned by the AOC, Contractor hereby acknowledges and agrees to grant to the AOC and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

11) <u>INTELLECTUAL PROPERTY INDEMNIFICATION</u>.
    A. The Contractor shall defend, at its own expense, the AOC and/or any other State of New Mexico judicial entity against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the AOC based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the AOC for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the AOC shall:
        1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
        2. Work with the Contractor to control the defense and settlement of the claim; and
        3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

    B.   <u>AOC Rights</u>. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
        1. Provide the AOC the right to continue using the product or service and fully indemnify the AOC against all claims that may arise out of the AOC's use of the product or service;
        2. Replace or modify the product or service so that it becomes non-infringing; or
        3. Accept the return of the product or service and refund an

amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the AOC to the extent such modification is the cause of the claim.

12) WARRANTIES

A.   General. The Contractor hereby expressly warrants the deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for 2yrs. years after Acceptance by the AOC Information Technology Project Manager and implementation by the AOC. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the AOC, so that the software meets the applicable specifications.

13) CONTRACTOR PERSONNEL

A.   Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the AOC. Key personnel are those individuals considered by the AOC to be mandatory to the work to be performed under this Agreement. Key personnel shall be:
[Insert Contractor Staff Name(s)]

B.   Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the AOC. For all personnel, the AOC reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of

personnel with equal ability, experience, and qualifications, subject to AOC approval. The AOC, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The AOC reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the AOC, meeting the AOC's expectations.

14) <u>CHANGE MANAGEMENT</u>

A.   <u>Changes</u>. Contractor may only make changes or revisions within the Scope of Work as defined by Paragraph 1 and Exhibit A after receipt of written approval by the AOC Information Technology Project Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1.   Deliverable requirements, as outlined in Exhibit A;
2.   Due date of any Deliverable, as outlined in Exhibit A;
3.   Compensation of any Deliverable, as outlined in Exhibit A;
4.   Agreement compensation, as outlined in Paragraph 5; or
5.   Agreement termination, as outlined in Paragraph 7.

B.   <u>Change Request Process</u>. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1.   The Project Manager shall draft a written Change Request for review and approval by the AOC Information Technology Project Manager to include:
(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2.   The AOC Information Technology Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the

AOC Information Technology Project Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

15) <u>INDEPENDENT VERIFICATION AND VALIDATION</u>

    A.   If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

    1.   Providing the Project documentation;

    2.   Allowing the IV&V vendor to sit in on the Project meetings; and

    3.   Supplying the IV&V vendor with any other material as directed by the Project Manager.

16) <u>DEFAULT/BREACH</u>

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the AOC and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the AOC and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

17) <u>EQUITABLE REMEDIES</u>

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the AOC irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the AOC, and the Contractor consents to the AOC's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. AOC's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that AOC may have under applicable law, including, but not limited to, monetary damages.

18) <u>LIABILITY</u>

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor

pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the AOC to any equipment or its installation or for losses caused by the AOC's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the AOC or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

19) ASSIGNMENT.
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

20) STATUS OF CONTRACTOR.
The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21) SUBCONTRACTING.
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC. The Permission to Subcontract Request Form, attached as Exhibit B, must be fully executed prior to subcontracting

22) RELEASE.
Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

23) CONFIDENTIALITY.
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

24) <u>PRODUCT OF SERVICE -- COPYRIGHT</u>.
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

25) <u>CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT</u>.
The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

26) <u>RECORDS AND AUDIT</u>.
The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, DFA and the New Mexico State Auditor's Office. The AOC shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments.

27) <u>AMENDMENT</u>.
A.   This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B.   If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

28) <u>MERGER</u>.
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29) <u>PENALTIES FOR VIOLATION OF LAW</u>.
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

30) <u>EQUAL OPPORTUNITY COMPLIANCE</u>.
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

31) <u>APPLICABLE LAW</u>.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

32) <u>WORKERS COMPENSATION</u>.
The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

33) <u>RECORDS AND FINANCIAL AUDIT</u>.
The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement

shall not foreclose the right of the AOC to recover excessive or illegal payments.

34)   <u>INVALID TERM OR CONDITION</u>.
       If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35)   <u>ENFORCEMENT OF AGREEMENT</u>.
       A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36)   <u>NOTICES</u>.
       Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

       To the XXX:

       To the Contractor:

37)   <u>AUTHORITY</u>.
       If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS

_____   Date: _____
Arthur W. Pepin, AOC Director

CONTRACTOR

_____   Date: _____
X

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

New Mexico Tax ID Number:

By: _____   Date: _____
    Taxation and Revenue Department

EXHIBIT A – SCOPE OF WORK

I.   Purpose of the Agreement including goals and objectives:

II.   <u>Performance Measures:</u>

III.   <u>Activities.</u>

IV.   <u>Deliverables</u>

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

A.   **Sample <u>Deliverable Number 1 [Insert Name of Deliverable]</u>**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description

Contract ID#_____

<u>EXHIBIT B-PERMISSION TO SUBCONTRACT REQUEST FORM</u>

Contract Name or Number:	
Contractor Name:	
Contractor Address:	
Contractor Contact Name and Title:	
Email:	Ph:
Subcontractor Name:	
Subcontractor Address:	
Subcontractor Contact Name and Title:	
Email:	Ph:

Line No.	Description of Work or Deliverable to be Performed by Subcontractor

This "Permission to Subcontract Request Form" does not create an employment or contractual relationship between the Subcontractor and the New Mexico Department of Transportation. The Contractor shall have full control over the conduct and performance of the Subcontractor. The Contractor is responsible for any compensation to be paid to the Subcontractor.

Request Approved _____   Request Denied _____

_____   Date:_____
Contract Manager

_____   Date:_____
Contractor

ATTACHMENT
D

MANDATORY AND DESIRABLE SPECIFICATION RESPONSE FORM

Y	N	SYSTEM MANDATORY FUNCTIONS	Explanation
		Master Juror Database	
		1.1.　　Provide the ability to receive an electronic file from state administrative agencies and import the source list in a statewide jury database.	
		1.2.　　Provide the ability to merge duplicate records based on same first name, last name, social security number and date of birth.	
		1.3.　　Provide the ability to merge this source list with existing records	
		1.4.　　Provide the ability to manually enter and edit master juror database file.	
		1.5.　　Provide the ability to maintain a centralized database allowing for multiple jurisdiction jury selection and processing.	
		1.6.　　Provide the ability to identify persons with a unique identifier other	
		1.7.　　Vendor must provide documentation on code tables.	
		1.8.　　Ability to modify tables in a table driven application.	
		2.　　Create Master Pool	
		2.1.　　Provide the ability to randomly select names from the master juror database from within a given jurisdiction and create an electronic file that can be exported electronically. The file must be in a Text File format of the State Administrative Office of the Courts (AOC) choosing.	
		2.2.　　Provide the ability for the clerk to specify the number of names to randomly select from the database to create a pool.	
		2.3.　　Provide the ability for a court to have multiple pools at the same time (up to 30) and/or randomly separate one larger pool into multiple smaller panels.	

2.4. Provide the ability to mark a juror record with an exemption period. Jurors serve for a certain amount of time and then the record should not be pulled out of the database for X amount of time based on statute.	
3. Process Questionnaire	
3.1. Provide the ability for prospective jurors to complete Juror Qualification, Juror Questionnaire, request excusals, request partial postponements, request deferrals, upload documents, request an interpreter, and check status through an online system directly connected to the SJMS.	
3.2. Provide the ability for the clerk to update the master pool with demographic data returned on the questionnaire.	
3.3. Provide the ability for the SJMS to record mailing and physical address if different.	
3.4. Provide the ability for the clerk to update the master pool with temporary excusal periods (beginning and ending dates) and select from a user defined excusal code table.	
3.5. Provide the ability for the clerk to update the master pool with a permanent excusal and select from a list the permanent excusal code.	
3.6. Provide the ability for a juror's permanent excusal to be updated and flagged in the System.	
3.7 Provide the ability to create a failure to appear report with names and addresses of jurors with the ability to merge data in a letter to be mailed to jurors.	
3.8. Provide a report of jurors that failed to respond, were excused, were postponed, were disqualified and the summons was undeliverable by mail. Provide the ability to merge the report in a document to send out notification letters to juror	
4. Jury Selection/Voir Dire	
4.1. Provide the ability to create a report of the potential jurors that have appeared for service (alphabetically and randomly).	

		4.2. Provide the ability to scan in potential jurors that have appeared at Court for jury selection.	
		4.3. Provide the ability to generate a report to record jury daily attendance.	
		4.4. Provide the ability to generate an alphabetical list of jurors to be used during peremptory challenges.	
		4.5. Provide the ability to move potential jurors from one panel group to another panel group.	
		4.6. Provide the ability to remove an unused panel and to reinsert the removed panel.	
		4.7. Provide the ability for jurors to be used on multiple panels at the same time.	
		4.8. Provide the ability to record that a prospective juror has been selected for a particular trial.	
		4.9. Provide the ability to return unselected jurors to the Pool.	
		5. Trial Completion	
		5.1. Provide the ability to have multiple trials daily and allow same juror to serve on more than one trial per day.	
		5.2. Provide the ability to record clerk notes and allow view access based on security rights.	
		6. Payments of Jurors	
		6.1. Provide the ability to calculate mileage reimbursements for each juror.	
		6.2. Provide the ability to calculate the daily hourly juror pay.	
		6.3. Provide the ability to maintain mileage reimbursement rates with effective dates.	
		6.4. Provide the ability to pay a juror for serving on multiple trials on the same day.	
		6.5. Provide the ability to generate cost reports, worksheets, Timelessness of payments, completion notifications and other informational items by group.	

		6.6. Provide the ability to create a payment file to export to outside Government agency for payment purposes. File should be capable of formatting as a CSV file or other definable payment file.	
		6.7. Provide the ability to track and create 1099 reports for all jurors that make over a set amount during their jury service.	
		6.8. Provide the ability to correct financial errors and back out financial transactions that are mistakes.	
		6.9. Provide the ability to track and print financial history for jurors.	
		7. Reporting	
		7.1. Provide the ability to generate detailed Juror Yield Reports.	
		7.2. Provide the ability to generate detailed Juror Utilization reports.	
		7.3. Provide the ability to generate detailed financial reports by individual, group, panel, and jury pools.	
		7.4. Provide the ability to generate historical reports for individuals, groups, panels, and jury pools.	
		7.5. Provide the ability for jury statistical data to be retrieved centrally by the AOC	
		8. Miscellaneous	
		8.1. Provide the ability for jurors to complete their summons, questionnaire and qualification form online.	
		8.2. Provide the ability to display, export, or print all reports.	
		8.3. Provide the ability to maintain sub-panel properties including but not limited to judge, group ID, date of the trial and location of the trial.	
		8.4. Provide the ability to search the juror database by juror ID, juror name, group ID, address and/or trial dates.	
		8.5. Provide the ability to generate name and address labels of various sizes.	
		8.6. Provide the ability to generate statistical reports based on user permissions.	
		8.7. Provide the ability to maintain application properties, system properties, security settings and other management functions through tables.	

				Explanation
		8.8. Provide the ability to create ad-hoc reports.		
		8.9. Provide extensive and specific user manuals and/or online help files.		
		8.10. Provide user training to facilitate successful operation of the system.		
		8.11. Provide the ability to use and generate bar codes, including interfacing with bar code readers.		
		8.12. Must operate successfully in 78 + locations linked via a wide area		
		9. Security		
		9.1. Administrative authorization of all courts.		
		9.2. Management authorization limited to individual court.		
		9.3. Jury staff authorization limited to individual court.		
		9.4. Limited authorization of other court personnel at individual court.		

Y	N	SYSTEM DESIRABLE FUNCTIONS	Explanation
		1. System should be easy to use and train.	
		2. System should maintain a history of changes in participant records.	
		3. System should the ability to identify persons that are under 18, not a US citizen and not living in the county of juror service and temporarily disqualify them from the system.	
		4. System should the ability to identify persons that are deceased or permanently excused, flag the record in the database.	
		5. System should allow courts view only access to all other courts statewide. This view only access must allow access to demographic information and history.	
		6. System should allow courts in the same county to share participants, to avoid calling jurors already in an active pool.	
		7. System should have the ability for courts to mass contact participants by email, phone calls, and/or mail.	

		8. System should have the ability for paper copies of Jury Qualification and Questionnaire forms to be scanned and uploaded directly into SJMS and populate necessary fields as if the forms were completed online.	
		9. System should have the ability for staff to upload and store scanned documents.	
		10. System should have the ability to keep historical data on all summonsed jurors for a minimum of ten years.	
		11. Provide the ability to merge and print a juror's name, address and identification data from the master pool in a customized document.	
		12. Provide the ability to produce a Qualification and Questionnaire form for each potential juror to send out in the mail.	
		13. System should have the ability for the SJMS to allow input of multiple addresses.	
		14. System should allow for scanned documents to be uploaded and stored in the participant's electronic file in the SJMS.	
		15. System should have the ability to record per-emptory challenges.	
		16. System should have the ability to create name badges for jurors.	
		17. System should have the ability to generate a user defined seating chart for the Jury box for trials and court room seating for selection.	
		18. System should have the ability to create custom documents for a specific juror or specific panel.	
		19. System should have the ability to generate an excusal/employer letter for jurors.	
		20. System should have the ability for electronic approval/signatures.	
		21. System should have the ability to generate detailed Interpreter usage reports.	
		22. System should have the ability to maintain custom forms by identified units such as county or district; and to print custom forms for a specific jury or panel.	
		23. System should have both format and content restrictions to help guide users through the UI (User Interface)	

		24. System should have tool tips, auto prompts and error messages to guide user through the application.	
		25. System should export juror information to juror "sticky badges" that will include juror number and barcodes that can be scanned and used for check-in.	
		26. System should have the ability to generate an exit questionnaire for jurors that served on a trial and potential jurors that attended Voir dire but were not selected on a trial.	
		27. System should have the ability to interface with interactive voice response systems.	
		28. System should have the ability to use a kiosks or computer stations for check-in, check-out, and to complete/submit forms.	
		29. System should allow jurors an access point so they can check their status (excused, postponed, needed, paper work missing, etc.)	
		30. System should send auto calls/emails/texts to remind or cancel jurors for appearances.	
		31. System should allow for the ability to upload custom documents such as payment waiver forms, maps, driving directions etc. that selected jurors can access when completing jurors forms online.	
		32. System should auto calculate mileage from physical address to courthouse and auto populate financial fields for mileage payments.	
		33. System should have a mileage function that will red flag or alert if over a certain amount, out of county, or does not match physical address as listed on summons or juror master database.	
		34. System should have the ability to flag government employees that do not get compensated financially for jury service. Application should allow for mileage reimbursement for government employees or non-mileage reimbursement if requested by juror.	
		35. System should have a postponement options that allows juror's to serve in a different term of service.	
		36. System should allow for mass excusals, deferrals, disqualification and place into queue for review.	

Y	N		Explanation
		37. System should allow users to create seating charts that will auto populate juror names randomly or alphabetically.	
		38. Program should have a trial data function that allows tracking of trial statistics such as cause, excusals, challenges, participants, attorneys, etc.	
		39. Program should have auto print proof of service, employee verification, or other custom letters that can be accessed by participants.	
		40. Program should have a function that allows authorized court staff to send custom letters/questionnaires/post cards to selected panels.	

Y	N	TECHNICAL DESIRABLE REQUIREMENTS	Explanation
		1. The System shall be a COTs (Commercial Off the Shelf) product.	
		2. The System can be a SAS (Software as A Service) hosted externally or have a public and private facing access to the Procuring Agency network.	
		3. If the System is hosted externally the Offeror shall provide for separate, not comingled databases and websites for development, test and production environments.	
		4. The System shall be customizable to meet additional Procuring Agency state-wide requirements.	
		5. The System shall be a web-based system that runs utilizing Microsoft IIS web server on one or more Microsoft Server 2012 virtual machines that possess the capability to be load-balanced.	
		6. The System shall use Microsoft SQL Server 2012 as a database RDMS running on a virtual machine.	
		7. The System's reporting capability shall utilize Microsoft SQL Server Reporting Services (SSRS) or similar compatible reporting software.	
		8. The System shall have a robust end user security to allow users access as determined by a Procuring Agency administrator.	
		9. The System shall enable users to self-register for the application and logins shall be protected by Transport Layer Security (TLS).	
		10. The System shall encrypt all personally identifiable information, both in the database and in transport at a minimum of 128-bits.	

Y	N		Explanation
		11. The System shall have the capacity for a minimum of 300 and up to 500 concurrent users to include all New Mexico courts and potential jurors.	
		12. The System shall provide reporting functionality in a CSV format to the New Mexico SHARE financial systems as defined by the New Mexico Department of Finance (DFA) for jury cash remediation.	

Y	N	SERVICE MANDATORY REQUIREMENTS	Explanation
		1. Project Initiation Phase	
		1.1. The Offeror shall provide a Discovery session including a demo of the System at no cost to the Procuring Agency.	
		1.2. The Offeror shall provide a project manager to oversee the day-to-day operations of the project	
		1.3. The Offeror shall hold a project Kick-Off and Discovery session at the Procuring Agency location to define the plan for the project.	
		1.4. The Offeror's Project Manager shall submit weekly project status and monthly steering committee reports, documenting project progress, meetings, issues, etc. on a date mutually agreed to by both parties.	
		1.5. The Offeror shall create the Project Charter on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.	
		1.6. The Offeror shall document the Project's initial Risk Assessment & Issue Log Report, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.	
		1.7. The Offeror shall revise the initial Risk Assessment & Issue Log Report at the end of this phase (Initiation phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.	

1.8. The Offeror shall create the Project's initial Project Management Plan (PMP) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits.	
1.9. The Offeror shall provide a Communication Plan including a RACI diagram detailing who is assigned to what project responsibility and how project communication is disseminated to project team and stakeholders.	
1.10. The Offeror shall project and document the length of each project phase: Initiation, Planning, Implementation, and Closeout, and assign target dates for the beginning and end of each phase.	
2. Project Planning Phase	
2.1. The Offeror shall document all approved project plan changes in the final revised versions of the Project Management Plan, including changes in scope, timeline, risks, resources, mission, strategy and/or tactics approved by Procuring Agency, manage its reviews by stakeholder, business owner and support personnel and provide a letter of acceptance for the final document deliverable.	
2.2. The Offeror shall hold at the Procuring Agency location a Joint Application Design (JAD) session to document the system requirements.	
2.3. The Offeror shall document the Project's System Requirement Specification (SRS) to identify the Business, Functional, and Technical Requirements. The Offeror shall manage the SRS reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.	
2.4. The Offeror shall create the System Design Document (SDD) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.	
2.5. The Offeror shall document the Project's Operations and Support Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.	

	2.6. The Offeror shall create the System Deployment Plan, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.		
	2.7. The Offeror shall revise the Risk Assessment & Issues Log Report at the end of this phase (Planning phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.		
	3. Project Implementation Phase		
	3.1. The Offeror shall write the System User Manual, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.		
	3.2. The Offeror shall write the System Administrator's Manual, manage its reviews by stakeholder, business owner and support personnel, make any necessary edits and submit a letter of acceptance for the final deliverable.		
	3.3. The Offeror shall manage and coordinate the configuration and development of the System based on the documented SRS and SDD.		
	3.4. The Offeror shall create the Project's Test Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.		
	3.5. The Offeror shall manage and coordinate the deployment of the System into the Test instance.		
	3.6. The Offeror shall manage and coordinate all User Acceptance Testing (UAT) at the Procuring Agency location of choice and submit a letter of acceptance for the final deliverable		
	3.7. The Offeror shall create the Project's Training Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.		
	3.8. The Offeror shall manage and coordinate the deployment of the System into the Training instance.		

		3.9. The Offeror shall manage and coordinate, with the AOC training lead, training material for Procuring Agency End User and Admin training.	
		3.10. The Offeror shall manage and coordinate, with the AOC training lead, to deliver End User and Admin training to Procuring Agency staff and submit a letter of acceptance for the final deliverable	
		3.11. The Offeror shall revise the Risk Assessment Report at the end of this phase (Implementation phase) and provide a letter of acceptance for this deliverable. Each risk assessment shall be included as a project activity in the project schedule.	
		3.12. The Offeror shall manage and coordinate the deployment of the System into the QA instance for final verification.	
		3.13. The Offeror shall coordinate and manage the deployment of the System into the Production instance.	
		4. Project Closeout Phase	
		The Offeror shall provide the Project Closeout Plan, including Project Lessons Learned, manage its reviews by all stakeholders, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.	

ATTACHMENT
E

NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

□ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is less than $1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is more than $5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:
"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.
"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____   _____

(Signature of Business Representative)*   (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.